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**EX PARTE OR LATE FILED**

THOMAS J. SUGRUE  
JOEL BERNSTEIN  
J. RANDALL COOK

May 8, 1998

**EX PARTE**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, D.C. 20554

**RECEIVED**

MAY - 8 1998

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Re: GN Docket No. 96-115

**DOCKET FILE COPY ORIGINAL**

In the matter of Implementation of the  
Telecommunications Act of 1996  
Telecommunications Carriers' Use of  
Customer Proprietary Network Information and  
Other Customer Information

Dear Ms. Salas:

This letter provides information requested by the FCC Common Carrier Bureau staff subsequent to YPPA's meeting with the staff on March 18. Specifically, the staff requested information on tariffed rates for subscriber listing information. Attached are the BellSouth tariffs for subscriber listing information in Florida, Kentucky, Louisiana, and Mississippi.

Sincerely,

  
Joel Bernstein

Attachments

cc: David Konuch

No. of Copies rec'd 0+2  
List ABCDE

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
LOUISIANA

## GENERAL SUBSCRIBER SERVICES TARIFF

Second Revised Page 4  
Cancels First Revised Page 4

ISSUED: August 16, 1995  
BY: President - Louisiana  
New Orleans, Louisiana

EFFECTIVE: September 15, 1995

## A38. LISTING SERVICES

RECEIVED

## A38.1 Directory Assistance Database Service (DADS) (Cont'd)

MAY - 8 1998

## A38.1.3 Rates and Charges (Cont'd)

C. Termination Fees<sup>1</sup>

1. On or after scheduled delivery of *initial base file*

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

(C)

## (a) Per Termination

|              |      |
|--------------|------|
| Nonrecurring |      |
| Charge       | USOC |
| \$-          | NA   |

(C)

## A38.2 Directory Publishers Database Service (DPDS)

## A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication correction, and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory.
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report (WBAR) which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories; however, WBAR may not be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories.
- C. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3.

## D. DPDS will provide the following:

## 1. NPA-NXX Listing File

An extract containing the listed names, addresses, primary business classification (where available) and telephone numbers of Company subscribers located within the NPA-NXX codes requested.

NPA-NXX Listing Files will be provided on either magnetic media (round 9-track 6250 BPI tape) or printed paper at the customer's request.

The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the NPA-NXX Listing File.

## 2. Weekly Business Activity Report WBAR

Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include:

- a. Listed Name
- b. Listed Address
- c. Listed Telephone Number
- d. Billing Name (if different from the listed name)
- e. Billing Address (if different from the listed address)

**Note 1:** The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The termination fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring rate, referenced in A38.1.3.A. preceding.

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
LOUISIANA  
ISSUED: April 11, 1995  
BY: President - Louisiana  
New Orleans, Louisiana

## GENERAL SUBSCRIBER SERVICES TARIFF

First Revised Page 5  
Cancels Original Page 5

EFFECTIVE: April 11, 1995

## A38. LISTING SERVICES

## A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

## A38.2.1 Description of Service (Cont'd)

- D. DPDS will provide the following: (Cont'd)
  - 2. **Weekly Business Activity Report (WBAR)** (Cont'd) (C)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company) (C)
- E. Directory Publishers Database Service will not make available data in connection with non-published or non-listed subscriber service or subscriber address if so requested by the subscriber. The customer *must take reasonable steps* to remove from its records and not publish in its directory any listings relating to subscriber service *upon reasonable notice given by the Company and confirmed in writing that the listing* has become non-published or non-listed in the records of the Company. (C)
- F. *The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in any tariff update service.* (C)
- G. Upon any request for Directory Publishers Database Service, the Company *shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuances of central office codes. The Company is not required to provide notice of such additions and discontinuance of central office codes to the customer as long as there is a reasonable method by which the customer can obtain that information.* (C)
- H. Rates for the use of DPDS are as set forth in A38.2.3 following. (N)
- I. Any information shared between the Company and customer is confidential and proprietary to both companies. (N)

## A38.2.2 Regulations (N)

- A. *The Company authorizes the use of DPDS pursuant to the terms of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS. This Tariff does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum.* (N)
 

The customer may amend suspected listing errors and publish corrected listing information in accordance with the procedure described in A38.2.1.F., preceding. (C)
- B. *At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, correction and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory.* (C)
- C. When ordering an initial NPA-NXX File, the customer must, within 180 days either:
  - 1) Publish its directory, or (T)
  - 2) Order a subsequent Central Office File, or (N)
  - 3) If available, subscribe to an update service (C)

Customer must publish its directory within 15 months of receipt of the initial DPDS NPA-NXX Listing File. The directory shall be initially published within such time frames in order to assure reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations. (T)
- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of *the white pages from its published directory.*
- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (M)

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
LOUISIANA  
ISSUED: April 11, 1995  
BY: President - Louisiana  
New Orleans, Louisiana

## GENERAL SUBSCRIBER SERVICES TARIFF

First Revised Page 6  
Cancels Original Page 6

EFFECTIVE: April 11, 1995

## A38. LISTING SERVICES

## A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

## A38.2.2 Regulations (Cont'd)

- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (M)
- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may *suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.* (C)
- If the Company refuses to furnish service the Company shall give the customer notice by certified mail of the of the Company's grounds to believe that the customer will fail to comply and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. following ten days from receipt of the notice, the Company can suspend or terminate service. (N)
- The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data. (N)
- H. *Unless otherwise agreed to in writing, neither the customer nor its employees, agents, or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates that its directory is sponsored or approved by the Company or its affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.* (C)
- I. The customer shall *undertake reasonable steps* in advertising and *publishing the directory to distinguish the identity of its directory from* directories published by or on behalf of the Company. (C)
- J. (DELETED) (D)
- K. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS.
- L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.
- M. Limitation of Liability (N)
- The customer accepts the listing information as received from the Company's subscriber on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives the information from the Company's subscriber, and the Company does not warrant the accuracy of the information as received from its subscriber and furnished to the customer. The company assumes no responsibility or liability for any errors or omissions in the information as received by the Company from its subscriber and furnished to the customer.* (C)
- The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory. Customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory. (N)
- (M)

SOUTH CENTRAL BELL  
TELEPHONE COMPANY  
LOUISIANA

ISSUED: October 30, 1995  
BY: President - Louisiana  
New Orleans, Louisiana

## GENERAL SUBSCRIBER SERVICES TARIFF

Second Revised Page 7  
Cancels First Revised Page 7

EFFECTIVE: November 29, 1995

**A38. LISTING SERVICES****A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.2 Regulations (Cont'd)****M. Limitation of Liability (Cont'd)**

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.

The Company's liability for intentional or gross fault is not hereby limited.

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.

- N.** Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.
- O.** Failure of the customer to indemnify the Company under the provisions of A38.2.2.N will constitute grounds for suspension or termination of service.

**A38.2.3 Rates and Charges****A.** The following rates for use of Directory Publishers Database Service (DPDS) apply:**1. Each Single NPA/NXX Listing File Requested**

|   | Rate   | USOC |
|---|--------|------|
| (a) Single edition of a printed directory, Per Listing    | \$ .04 | NA   |
| (b) Multiple editions of printed directories, Per Listing | .12    | NA   |

**2. Each NPA/NXX Listing File Plus 11 Monthly Refresh Files Requested**

|   |     |    |     |
|---|-----|----|-----|
| (a) Single edition of a printed directory, Per Listing    | .16 | NA | (N) |
| (b) Multiple editions of printed directories, Per Listing | .48 | NA | (N) |

**3. Weekly Business Activity Report<sup>1</sup>**

|   |      |    |     |
|---|------|----|-----|
| (a) Per Listing (for all listings in the NPA-NXX requested) | .006 | NA | (T) |
|---|------|----|-----|

**4. Cancellation Fees<sup>2</sup>**

|  | Nonrecurring Charge | USOC |
|--|---------------------|------|
| (a) Each NPA/NXX Listing File            | \$-                 | NA   |
| (b) Each Weekly Business Activity Report | -                   | NA   |

**Note 1:** The minimum service period is one month.

**Note 2:** The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.

**BELLSOUTH  
TELECOMMUNICATIONS, INC.  
MISSISSIPPI**

**GENERAL SUBSCRIBER SERVICES TARIFF**

Original Page 4

ISSUED: December 4, 1992  
BY: President - Mississippi  
Jackson, Mississippi

EFFECTIVE: May 10, 1993

**A38. LISTING SERVICES****A38.2 Directory Publishers Database Service (DPDS)****A38.2.1 Description of Service**

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, and distribution of directories in printed booklet form as an alphabetical and/or classified telephone directory for general telephone number service.
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report to be used solely for the sale or solicitation of advertising to be contained in a published directory.
- C. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3.
- D. DPDS will provide the following:
  - 1. Central Office Listing File
 

An extract containing the listed names, addresses and telephone numbers of Company subscribers located within the central office codes requested.

The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the Central Office Listing File.
  - 2. Business Activity Report
 

Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include:

    - a. Listed Name
    - b. Listed Address
    - c. Listed Telephone Number
    - d. Billing Name (if different from the listed name)
    - e. Billing Address (if different from the listed address)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)<sup>1</sup>
- E. Directory Publishers Database Service will not make available data in connection with non-published or non-listed subscriber service or subscriber address if so requested by the subscriber. Customer agrees to remove from its records and not publish in its directory any listing relating to subscriber service which it has been advised or has reason to know is or has become non-published or non-listed in the records of the Company.
- F. Customer understands and acknowledges that the data will require editorial review and revision according to the standards and guidelines of the customer in publishing its directory.
- G. Additions, changes and discontinuance of central office codes arising from Company operations may occur. It is the intention of the Company to give notice of such additions, and discontinuances of central office codes to the customer upon any request for Directory Publishers Database Service. In anticipation of any such changes, the customer shall advise the Company of its publishing schedules and request Directory Publishers Database Service sufficiently in advance to plan for such changes.
- H. License fees for DPDS are as set forth in A38.2.3 following.

**Note 1:** The primary business classification may not be retained by the Company beyond one week and therefore may not be available after that week.

**BELLSOUTH  
TELECOMMUNICATIONS, INC.  
MISSISSIPPI**  
ISSUED: December 4, 1992  
BY: President - Mississippi  
Jackson, Mississippi

**GENERAL SUBSCRIBER SERVICES TARIFF**

Original Page 5

EFFECTIVE: May 10, 1993

**A38. LISTING SERVICES****A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.2 Regulations**

- A. All right, title and interest in and to DPDS, including all intellectual property rights pertaining thereto, will remain with the Company. The Company licenses the use of DPDS to the customer. The title to DPDS shall remain solely with the Company whether or not it is in the possession of a customer. The listings in DPDS may be appended (added to) but may not be changed. Customers must use verbatim the name, address and telephone number listings provided when publishing a directory. (N)
- B. The Company grants to the customer the right to use the Directory Publishers Database Service provided by the Company hereunder solely for the compilation, production, publication and distribution of one edition of its directory in printed booklet form as an alphabetical and/or classified telephone directory for general telephone number service and for the sales or solicitation of advertising to be contained therein. (N)
- C. When ordering an initial Central Office File, the customer must, within 90 days either: (N)
  - 1) Publish its directory, or (N)
  - 2) Order a subsequent Central Office File. (N)

Customer must publish its directory within 15 months of receipt of the initial DPDS Central Office Listing File. The directory shall be initially published within such time frames in order to assume reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations. (N)
- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of its published directory. (N)
- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (N)
- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (N)
- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. Failure to comply with the provisions of this Tariff shall result in termination of the service and customer shall immediately return to the Company all copies of DPDS in its possession and shall make no further use of DPDS data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this Tariff. (N)
- H. Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any advertising claim that its Directory is sponsored or approved by the Company or that the Company or any of its affiliates are in any way connected with the customer or that the Company or any of its affiliates have any responsibility for the compilation, production, publication or distribution of customer's directory. (N)
- I. Customer shall not solicit advertising for, nor shall it publish its directory in any manner or form as may tend to cause or create confusion or identification with directories published by or on behalf of the Company. (N)
- J. The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, billing invoice, directory covers, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, customer shall prominently display its name on each of the above. (N)
- K. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS. (N)
- L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer. (N)
- M. The customer releases the Company from any liabilities for damages due to error or omissions in the Directory Publishers Database Service furnished or to be furnished by the Company or due to failure to promptly deliver or make available such Directory Publishers Database Service to the customer. (N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
MISSISSIPPI

## GENERAL SUBSCRIBER SERVICES TARIFF

Original Page 6

ISSUED: December 4, 1992  
BY: President - Mississippi  
Jackson, Mississippi

EFFECTIVE: May 10, 1993

## A38. LISTING SERVICES (N)

## A38.2 Directory Publishers Database Service (DPDS) (Cont'd) (N)

## A38.2.2 Regulations (Cont'd) (N)

- N. The customer shall indemnify, protect, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of Directory Publishers Database Service or use of such information irrespective of any fault, failure, or negligence on the part of the Company. (N)
- O. The customer shall obtain and maintain during the life of its directories, public liability and contractual insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00), insuring by endorsement thereon the foregoing undertaking (as described in N. preceding) and shall provide the Company with a certificate of insurance evidencing such coverage. (N)

## A38.2.3 Rates and Charges (N)

## A. The following license fees apply for Directory Publishers Database Service (DPDS) (N)

## 1. Each Central Office Listing File Requested (N)

(a) Per Listing

|          |      |
|----------|------|
| Rate     | USOC |
| \$ .0400 | NA   |

## 2. Weekly Business Activity Report (N)

(a) Per Central Office Listing (for all listings in the  
Central Office requested)

|                 |      |
|-----------------|------|
| Monthly<br>Rate | USOC |
| \$ .0060        | NA   |

3. Cancellation Fees<sup>1</sup> (N)

(a) Each Central Office Listing File

|                        |      |
|------------------------|------|
| Nonrecurring<br>Charge | USOC |
| \$-                    | NA   |

(b) Each Central Office Weekly Business Activity Report (N)

|   |    |
|---|----|
| - | NA |
|---|----|

Note 1: The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation. (N)



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY  
ISSUED: July 25, 1995  
BY: M. H. Greene, President - KY  
Louisville, Kentucky

## GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A  
First Revised Page 4  
Cancels Original Page 4  
EFFECTIVE: August 25, 1995

## A38. LISTING SERVICES

## A38.1 Directory Assistance Database Service (DADS) (Cont'd)

## A38.1.3 Rates and Charges (Cont'd)

B. Cancellation Fees<sup>1</sup>

1. Prior to scheduled delivery of *Initial Base File*

|  |              |      |     |
|--|--------------|------|-----|
|  | Nonrecurring |      | (C) |
|  | Charge       | USOC |     |
|  | \$-          | NA   | (C) |

- (a) Per *Cancellation*

C. Termination Fees<sup>2</sup>

1. On or after scheduled delivery of *Initial Base File*

- (a) Per *Termination*

|   |    |     |
|---|----|-----|
| - | NA | (C) |
|---|----|-----|

## A38.2 Directory Publishers Database Service (DPDS)

## A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, and distribution of directories in printed booklet form as an alphabetical and/or classified telephone directory for general telephone number service.
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report to be used solely for the sale or solicitation of advertising to be contained in a published directory.
- C. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3.

## D. DPDS will provide the following:

1. Central Office Listing File

An extract containing the listed names, addresses and telephone numbers of Company subscribers located within the central office codes requested.

The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the Central Office Listing File.

2. Business Activity Report

Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include:

**Note 1:** The nonrecurring cancellation fee will be computed to allow the Company to recover all cost incurred by the Company for work performed prior to cancellation.

**Note 2:** The *DADS* termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring *rate*, referenced in A38.1.3.A. preceding. (C)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY  
ISSUED: February 19, 1993  
BY: M. H. Greene, President - KY  
Louisville, Kentucky

## GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A  
Original Page 5

EFFECTIVE: March 19, 1993

**A38. LISTING SERVICES****A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.1 Description of Service (Cont'd)****D. DPDS will provide the following: (Cont'd)****2. Business Activity Report (Cont'd)**

- a. Listed Name
- b. Listed Address
- c. Listed Telephone Number
- d. Billing Name (if different from the listed name)
- e. Billing Address (if different from the listed address)
- f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)<sup>1</sup>

**E.** Directory Publishers Database Service will not make available data in connection with non-published or non-listed subscriber service or subscriber address if so requested by the subscriber. Customer agrees to remove from its records and not publish in its directory any listing relating to subscriber service which it has been advised or has reason to know is or has become non-published or non-listed in the records of the Company.

**F.** Customer understands and acknowledges that the data will require editorial review and revision according to the standards and guidelines of the customer in publishing its directory.

**G.** Additions, changes and discontinuance of central office codes arising from Company operations may occur. It is the intention of the Company to give notice of such additions, and discontinuances of central office codes to the customer upon any request for Directory Publishers Database Service. In anticipation of any such changes, the customer shall advise the Company of its publishing schedules and request Directory Publishers Database Service sufficiently in advance to plan for such changes.

**H.** License fees for DPDS are as set forth in A38.2.3 following.

**A38.2.2 Regulations**

**A.** All right, title and interest in and to DPDS, including all intellectual property rights pertaining thereto, will remain with the Company. The Company licenses the use of DPDS to the customer. The title to DPDS shall remain solely with the Company whether or not it is in the possession of a customer. The listings in DPDS may be appended (added to) but may not be changed. Customers must use verbatim the name, address and telephone number listings provided when publishing a directory.

**B.** The Company grants to the customer the right to use the Directory Publishers Database Service provided by the Company hereunder solely for the compilation, production, publication and distribution of one edition of its directory in printed booklet form as an alphabetical and/or classified telephone directory for general telephone number service and for the sales or solicitation of advertising to be contained therein.

**C.** When ordering an initial Central Office File, the customer must, within 90 days either:

- 1) Publish its directory, or
- 2) Order a subsequent Central Office File.

Customer must publish its directory within 15 months of receipt of the initial DPDS Central Office Listing File. The directory shall be initially published within such time frames in order to assume reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations.

**Note 1:** The primary business classification may not be retained by the Company beyond one week and therefore may not be available after that week.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY

## GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A  
Original Page 6

ISSUED: February 19, 1993  
BY: M. H. Greene, President - KY  
Louisville, Kentucky

EFFECTIVE: March 19, 1993

## A38. LISTING SERVICES

## A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

## A38.2.2 Regulations (Cont'd)

- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of its published directory. (N)
- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (N)
- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (N)
- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. Failure to comply with the provisions of this Tariff shall result in termination of the service and customer shall immediately return to the Company all copies of DPDS in its possession and shall make no further use of DPDS data. The Company may refuse to furnish the service when it has reasonable grounds to believe that such service shall be used in violation of this Tariff. (N)
- H. Neither the customer nor its employees, agents or representatives shall represent in any way to any person or make any advertising claim that its Directory is sponsored or approved by the Company or that the Company or any of its affiliates are in any way connected with the customer or that the Company or any of its affiliates have any responsibility for the compilation, production, publication or distribution of customer's directory. (N)
- I. Customer shall not solicit advertising for, nor shall it publish its directory in any manner or form as may tend to cause or create confusion or identification with directories published by or on behalf of the Company. (N)
- J. The customer, its employees, representatives or agents shall not use any methods of advertisement, solicitation, order form, billing invoice, directory covers, stationary, promotional material or any artifice or device which would tend to create the impression or imply that the customer was or is associated with or sponsored by the Company or any of its affiliates. In addition, customer shall prominently display its name on each of the above. (N)
- K. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS. (N)
- L. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer. (N)
- M. The customer releases the Company from any liabilities for damages due to error or omissions in the Directory Publishers Database Service furnished or to be furnished by the Company or due to failure to promptly deliver or make available such Directory Publishers Database Service to the customer. (N)
- N. The customer shall indemnify, protect, save harmless and defend the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages that may arise out of the Company's supplying of Directory Publishers Database Service or use of such information irrespective of any fault, failure, or negligence on the part of the Company. (N)
- O. The customer shall obtain and maintain during the life of its directories, public liability and contractual insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00), insuring by endorsement thereon the foregoing undertaking (as described in N. preceding) and shall provide the Company with a certificate of insurance evidencing such coverage. (N)

## A38.2.3 Rates and Charges

- A. The following license fees apply for Directory Publishers Database Service (DPDS) (N)
- 1. Each Central Office Listing File Requested (N)

|                 | Rate    | USOC |     |
|-----------------|---------|------|-----|
| (a) Per Listing | \$0.400 | NA   | (N) |

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
KENTUCKY

## GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A  
Original Page 7

ISSUED: February 19, 1993  
BY: M. H. Greene, President - KY  
Louisville, Kentucky

EFFECTIVE: March 19, 1993

## A38. LISTING SERVICES (N)

## A38.2 Directory Publishers Database Service (DPDS) (Cont'd) (N)

## A38.2.3 Rates and Charges (Cont'd) (N)

A. The following license fees apply for Directory Publishers Database Service (DPDS) (Cont'd) (N)

2. Weekly Business Activity Report (N)

(a) Per Central Office Listing (for all listings in the  
Central Office requested)

Monthly

Rate

USOC

\$ .0060

NA (N)

3. Cancellation Fees<sup>1</sup> (N)

Nonrecurring

Charge

USOC

(a) Each Central Office Listing File

\$-

NA (N)

(b) Each Central Office Weekly Business Activity Report

-

NA (N)

Note 1: The nonrecurring charge will be computed to allow the Company to recover all costs  
incurred by the Company for work performed prior to cancellation. (N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 4  
Cancels Original Page 4

FLORIDA

ISSUED: May 16, 1997

EFFECTIVE: May 21, 1997

BY: Joseph P. Lacher, President -FL  
Miami, Florida

## A38. LISTING SERVICES

## A38.1 Directory Assistance Database Service (DADS) (Cont'd)

## A38.1.3 Rates and Charges (Cont'd)

- A. The following license fees apply for Directory Assistance Database Service. (Cont'd)
2. Monthly Recurring Charge

|                 |       |
|-----------------|-------|
| Monthly<br>Rate | USOC  |
| \$150.00        | DBSAF |

- (a) Per Month
- B. Cancellation Fees<sup>1</sup>

1. Prior to scheduled delivery of initial base file

|                        |      |
|------------------------|------|
| Nonrecurring<br>Charge | USOC |
| \$-                    | NA   |

- (a) Per Cancellation
- C. Termination Fees<sup>2</sup>

1. On or after scheduled delivery of initial base file

- (a) Per Termination

|   |    |
|---|----|
| - | NA |
|---|----|

## A38.2 Directory Publishers Database Service (DPDS)

## A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, correction, and distribution of printed booklet CD ROM or *diskette* directories as alphabetical and/or numerically sequenced classified telephone directories for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory. *A directory is defined as a dated, tangible alphabetical and/or numerically sequenced list containing the listed names, addresses, primary business classification (where available) and telephone numbers of BellSouth's subscribers located within the central office NPA-NXX codes requested for publishing in printed, diskette or CD ROM format.*
- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report (WBAR) which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories; however, WBAR may not be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories.
- C. BellSouth will commence development of a New Connect Report (NCR) upon receipt of a bona fide order(s) for such service; which may then be provided as a DPDS option to be implemented 30 days from the initial order date and no later than 7/1/97. While there would be no minimum subscription period for NCR, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the NCR option(s), these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred.

The NCR option developed would include provision of only the names, telephone numbers, listed address and billing addresses (if different from the listed address) of new BellSouth residential and/or business subscribers (ordering DPDS customers may specify residence, business or both). The listing data provided would include only the complete mailing addresses for non-listed and non-published numbers. Residence listings provided via NCR may be used solely for the purpose of delivering telephone directories. Business listings provided via the NCR may be used for soliciting yellow page advertising and for delivering directories.

Note 1: The nonrecurring cancellation fee will be computed to allow the Company to recover all cost incurred by the Company for work performed prior to cancellation.

Note 2: The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The termination fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring charge, referenced in A38.1.3.A. preceding.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

ISSUED: May 16, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 5  
Cancels Original Page 5

EFFECTIVE: May 21, 1997

**A38. LISTING SERVICES** (T)**A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.1 Description of Service (Cont'd)**

- D. BellSouth will commence development of a Sort Extract option which would provide a one time extract of listings sorted in any of the following sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions of foreign exchanges, remote call forwarding and 800 numbers upon receipt of a bona fide order(s) for such service. In the event a bona fide order is received, the Sort Extract option may then be provided as a DPDS option to be implemented 30 days from the initial order date and no later than 7/1/97. While there would be no minimum subscription period for Sort Extract option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Sort Extract option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)
- E. BellSouth will commence development of a Daily Update option which would provide daily service order activity affecting the designated database of listings maintained by the customer sequenced in any of the Sort Extract option formats described in paragraph D, preceding. In the event a bona fide order is received, the Daily Update option may then be provided as a DPDS option to be implemented 90 days from the initial order date and no later than 9/1/97. While there would be no minimum subscription period for Daily Update option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Daily Update option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)
- F. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office NPA-NXX codes as specified in A38.2.3. (T)
- G. DPDS will provide the following: (T)
1. Central Office NPA-XXX Listing File
 

An extract containing the listed names, addresses, primary business classification (where available) and telephone numbers of Company subscribers located within the Central Office NPA-NXX codes requested.

Central Office NPA-NXX Listing Files will be provided on either magnetic media (round 9-track 6250 BPI tape) or printed paper at the customer's request.

The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the Central Office NPA-NXX Listing File.
  2. Weekly Business Activity Report (WBAR)
 

Weekly reporting changes affecting the business listings of the Company's subscribers served via a requested Central Office NPA-NXX will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). These reports are made available exclusively to directory publishers for their use in soliciting advertising for future directories. These reports will not be provided to other types of customers for any other purpose. The business subscriber data will include:

    - a. Listed Name
    - b. Listed Address
    - c. Listed Telephone Number
    - d. Billing Name (if different from the listed name)
    - e. Billing Address (if different from the listed address)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company)<sup>1</sup>

**Note 1:** The primary business classification may not be retained by the Company beyond one week and therefore may not be available after that week.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 6  
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ISSUED: May 16, 1997

EFFECTIVE: May 21, 1997

BY: Joseph P. Lacher, President -FL  
Miami, Florida

**A38. LISTING SERVICES** (T)**A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.1 Description of Service (Cont'd)**

- H. The customer must take reasonable steps to remove from its records and not publish in its directory any listing relating to subscriber service upon reasonable notice given by the Company and confirmed in writing that the listing has become non-published or non-listed in the records of the Company. (C)
- I. The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in any tariff update service. (T)
- J. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuances of Central Office NPA-NXX codes. The Company is not required to provide notice of such additions and discontinuance of Central Office NPA-NXX codes to the customer as long as there is a reasonable method by which the customer can obtain that information. (T)
- K. Rates for the use of DPDS are as set forth in A38.2.3 following. (T)

**A38.2.2 Regulations**

- A. The Company authorizes the use of DPDS pursuant to the terms of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS. This Tariff does not create or negate any rights, restriction, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum.
- B. When ordering an initial Central Office File, customer must within 180 days either:
  - 1) Publish its directory, or
  - 2) Order a subsequent Central Office NPA-NXX File, or
  - 3) If available, subscribe to a DPDS update service

Customer must publish its directory within 15 months of receipt of the initial DPDS Central Office NPA-NXX Listing File. The directory shall be initially published within such time frames in order to assume reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations.

- C. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white pages from its published directory(ies).
- D. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 1, 1996  
BY: Joseph P. Lacher, President - FL  
Miami, Florida

## GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 7

EFFECTIVE: July 15, 1996

**A38. LISTING SERVICES<sup>1</sup>**

(N)

**A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.2 Regulations (Cont'd)**

- E. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff.
- F. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of their Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.  
  
If the Company refuses to furnish service, the Company shall give the customer notice by certified mail of the Company's grounds to believe that the customer will fail to comply and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service. Following ten (10) days from the receipt of the notice, the Company may suspend or terminate the service.  
  
The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Florida Public Service Commission (FPSC) and the FPSC shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies in its possession and to make no further use of DPDS data.
- G. Unless otherwise agreed to in writing, neither the customer nor its employees, agents or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates its directories are sponsored or approved by the Company or by the Company's affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.
- H. Customer shall undertake reasonable steps in advertising and publishing its directories to distinguish the identity of its directories from those published by or on behalf of the Company.
- I. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS.
- J. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer.
- K. The customer shall indemnify, hold harmless and defend the Company from and against any Cost damage, expense (including, but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand claim suit for judgment for damages, however, caused which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company.

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 8  
Cancels Original Page 8

ISSUED: May 16, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: May 21, 1997

**A38. LISTING SERVICES**

(T)

**A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.2 Regulations (Cont'd)**

- L. The customer accepts the listing information as received from the Company's subscriber or an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives the information from the Company's subscriber, and the Company does not warrant the accuracy of the information as received from its subscriber and furnished to the customer. The Company assumes no responsibility or liability for any errors or omissions in the information as received by the Company from its subscriber and furnished to the customer.

The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory. Customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory.

The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.

The Company's liability for intentional or gross fault is not hereby limited.

Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty (60) days of the time the information is furnished to the customer.

- M. Failure of the customer to indemnify the Company under the provisions of A38.2.2.K. will constitute grounds for suspension or termination of service.

**A38.2.3 Rates and Charges**

- A. The following rates for use of Directory Publishers Database Service (DPDS) apply:

1. Each Single Central Office NPA-NXX Listing File Requested; for use to publish

|   | Rate   | USOC |
|---|--------|------|
| (a) Single edition of a printed directory, Per Listing    | \$ .04 | NA   |
| (b) Multiple editions of printed directories, Per Listing | .12    | NA   |
| (c) CD ROM directory, Per Listing                         | .18    | NA   |

2. (DELETED)

(D)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 9  
Cancels Original Page 9

ISSUED: May 16, 1997

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BY: Joseph P. Lacher, President -FL  
Miami, Florida

**A38. LISTING SERVICES**

(T)

**A38.2 Directory Publishers Database Service (DPDS) (Cont'd)****A38.2.3 Rates and Charges (Cont'd)**

A. The following rates for use of Directory Publishers Database Service (DPDS) apply: (Cont'd)

3. Weekly Business Activity Report<sup>1</sup> (WBAR)

(a) Per Central Office NPA-NXX Listing (for all listings in  
the Central Office requested)

Rate  
\$ .006

USOC  
NA

4. Cancellation Fees<sup>2</sup>

(a) Each Central Office NPA-NXX Listing File  
(b) Each Weekly Business Activity Report

Nonrecurring  
Charge  
\$ -  
-

USOC  
NA  
NA

## 5. Daily Update

(a) Each Updated Listing Provided

Rate  
\$ 1.50

USOC  
NA

(N)

(N)

## 6. Sort Extract

(a) Per Listing

.10

NA

(N)

(N)

## 7. New Connect Report

(a) Per Listing Provided

2.00

NA

(N)

(N)

8. Termination Fee<sup>3</sup>

(a) For Items 5, 6 and 7 Preceding

Nonrecurring  
Charge  
\$ -

USOC  
NA

(N)

(N)

(N)

Note 1: The minimum service period is one month.

Note 2: The nonrecurring charge will be computed to allow the Company to recover all costs incurred  
by the Company for work performed prior to cancellation.

Note 3: The nonrecurring charge will be computed to allow the Company to recover all developmental  
costs incurred by the Company.

(N)